

11-3-92

# affidavit

SFUND RECORDS CTR  
2166-04183

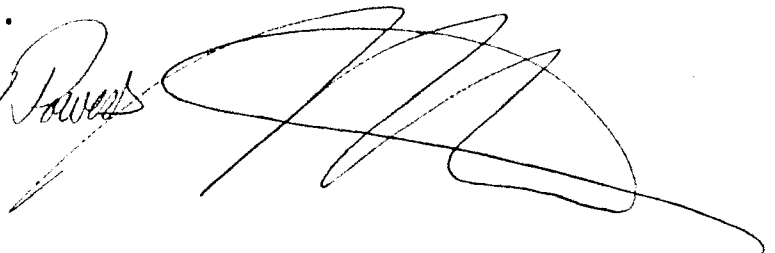
This affidavit concerns the Erik & Elsie Bunn-Andersen Trust, Neil Bunn-Andersen Trustee and is made in response to your request dated Sept 8. - 1992. As I had a severe heart attack aug. 3 - 1990 and subsequently had Angioplasty to restore some heart muscle, I have gone into retirement and only do consulting. To help my brother Lars Bunn-Andersen does all the financial work including the 1041 Tax returns and I rely fully upon him for this information. Much of the information you request is historical in nature and I have

researched my parents estate papers and found most of the information you requested. This information was here in Wise River, Montana. Additional information maybe available may be stored in California or South Dakota (my residence)

Should additional information surface at a later date, as I go thru my parents paper (both deceased) you will be notified immediately.

I hereby certify that we have done the best we could.

Rebecca M. Powers  
9-9-94





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

75 Hawthorne Street  
San Francisco, Ca. 94105-3901

CERTIFIED MAIL NO. P 878 533 255

RETURN RECEIPT REQUESTED

File Number: 111.0822

September 8, 1992

Niels B. Bruun-Andersen, Trustee  
Else Bruun-Andersen Trust  
6829 Farmdale Avenue  
North Hollywood, CA 91605

RE: Request for Information  
Pacific Steel Treating, Inc.  
6829 Farmdale Avenue  
North Hollywood, CA 91605

Dear Mr. Bruun-Andersen:

The United States Environmental Protection Agency (EPA) and the Los Angeles Department of Water and Power are conducting an investigation of soil and groundwater contamination and threatened contamination in the San Fernando Valley. The purpose of this investigation is to determine the nature, cause, and extent of the release of hazardous substances in the area; to determine the source(s) or potential source(s) of such releases and/or potentially responsible parties; and to assess the effects of any contamination on the environment and public health.

As part of this investigation, EPA needs historical and current information from individuals or companies currently or previously located at or near the area of known or suspected contamination. EPA has reason to believe that you may be in possession of such information. Therefore, pursuant to the authority of Section 104 of CERCLA, 42 U.S.C. § 9604, and Section 3007 of RCRA, 42 U.S.C. § 6972, you are hereby requested to respond to the Information Request set forth herein.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully within twenty-five (25) days of receipt can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, as amended, and/or Section 3008 of RCRA. Each of these statutes permits EPA to seek imposition of penalties of up to twenty-five thousand dollars (\$25,000) for each day of continued noncompliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. § 1001 or Section 3008(d) of RCRA.

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# FX-6 Personal Privacy

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or acceptance, and not otherwise.

IN WITNESS WHEREOF, the parties hereto have affixed their  
signatures the day, month and year first above written.

Erik Brunntjerna

Erik Brunntjerna

OLE BURRHEAD, INC.,

By Frederic M. Smith, Pres.

or sale and to show said premises to prospective lessees or buyers.

XVI

SUCCESSORS IN INTEREST

This Lease, and each and all of the terms, provisions, conditions hercof, shall apply to and bind the heirs, legatees, devisees, administrators, executors, assignees and other successors in interest of whatever nature of the parties.

XVII

TIME OF THE ESSENCE

Time is of the essence of this Lease.

XVIII

RIGHT OF FIRST REFUSAL

In consideration of the mutual covenants and agreements herein contained and other good and sufficient consideration, Lessor agrees that Lessor will not enter into a binding agreement for the sale of all or a part of the demised premises except on the following terms and conditions:

(a) That Lessor receive a bona fide offer or acceptance from a third party;

(b) That Lessor give written notice to Lessee of said bona fide offer or acceptance;

(c) That Lessee shall have thirty days from the date of receipt of such notice within which to notify Lessor of his intention to purchase said premises on the same terms and conditions as contained in the said offer or acceptance;

(d) In the event that Lessee shall fail to notify Lessor of Lessee's intention to purchase the premises as aforesaid, then Lessor may proceed to sell said premises to said third party on the terms or conditions of the offer

written notice to the other given in the manner hereinabove prescribed.

### XIII

#### EMINENT DOMAIN

In the event the whole of the demised premises should be condemned by the exercise of eminent domain, or purchased in lieu of such condemnation, this Lease shall terminate when possession is taken under such condemnation or purchase, and the rent shall be adjusted as of that date. If less than all of the demised premises is so taken or purchased and Lessee can, in Lessee's opinion, reasonably operate its business in the premises not taken or purchased, this Lease shall continue in effect and the monthly rental payable by Lessee shall be reduced to the same proportion as the area of the premises taken or purchased bears to the total area of the leased premises immediately prior to such taking over or purchase.

### XIV

#### DESTRUCTION OF PREMISES

Should the demised premises or the building of which the demised premises is a part or any portion thereof, become destroyed or damaged by fire or other casualty, the Lessor hereby agrees to repair said damage within a reasonable time, provided, however, if said damage shall exceed fifty per cent of the usable floor area of said building, either party may at its sole option cancel this Lease.

### XV

#### RIGHT OF REENTRY

The right is reserved to the Lessor to enter upon said premises at all reasonable times and to make such replacements and repairs thereto as the Lessor may see fit, and, during the last sixty days of the term of this Lease to display on said premises a notice that said premises are for rent

hold their consent to such proposed assignment or sublease.

## XI

### COSTS AND ATTORNEY FEES

In the event of any action at law or in equity between Lessor and Lessee to enforce any of the provisions or rights hereunder, the unsuccessful party to such litigation covenants and agrees to pay to the successful party all costs and expenses including reasonable attorney fees to be fixed by the court, and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorney fees shall be included in and as a part of such judgment.

## XII

### SERVICE OF NOTICES

Any and all notices or demands from or by Lessor to Lessee, or Lessee to Lessor, shall be in writing. They shall be served either personally or by registered mail or by telegraph. If served personally, service shall be conclusively made at the time of service. If served by registered mail, service shall be deemed conclusively made forty-eight hours after the deposit thereof in the United States Mail, postage prepaid, addressed to the party to whom such notice or demand is to be given. If served by telegraph, service shall be conclusively deemed made at the time that the telegraphic agency shall confirm to the sender delivery thereof to the addressee.

Any notice or demand to Lessor may be given at:

6829 Farmdale Avenue, North Hollywood, California.

Any notice or demand to Lessee may be given at:

6837 Farmdale Avenue, North Hollywood, California.

Either party may from time to time change the place for the address of service as aforesaid to any other address in the United States by

It is agreed that Lessee may install trade fixtures, shelving and temporary partitions in conformance with all laws and ordinances applicable thereto, and Lessee shall have the right to remove same at any time before the end of the Lease; provided that Lessee shall repair any damage to the premises caused by such removal so as to place the premises in as good condition as they were prior to installation, reasonable wear and tear excepted.

#### VIII

##### UTILITIES AND CHARGES

Lessee will pay or cause to be paid before delinquency during the term hereof all charges for gas, electricity, water, telephone, lighting, heating and other utilities services ordered by Lessee or consumed upon the leased premises or upon any part thereof.

#### IX

##### TAXES

It is understood and agreed that Lessor shall be liable for and shall pay at least ten days before delinquency all real estate taxes which may be assessed or levied by any governmental authority upon said demised premises. However, in the event the real estate taxes of the demised premises shall be increased in excess of the amount assessed for the first full fiscal year ending June 30th and commencing after the entry into possession by Lessee of the demised premises, then Lessee shall pay to Lessor, not later than thirty (30) days prior to the due date of each installment thereof, a sum equal to the increase of said taxes.

#### X

##### ASSIGNMENT AND SUBLEASE

Lessee may assign or sublease the premises, only with the written consent of Lessor. Provided, however, Lessor shall not unreasonably with-



further period of five years from and after the expiration of the original term at a rental of \$445.00 per month, but otherwise upon the same terms and conditions as herein set forth. Written notice of Lessee's intention to renew this Lease shall be given to Lessor not less than ninety (90) days prior to the expiration of the original term of this Lease.

V

RENTALS

Lessee will pay as rental for said demised premises the sum of \$405.00 per month in advance on the first day of each and every calendar month during the term of this Lease. Said payments are to be made to Lessor, their heirs or assigns in the City of Los Angeles, State of California, or at such other address as Lessor, their heirs or assigns may designate in writing from time to time.

VI

ADVANCE RENTAL

Concurrently with the execution of this Lease, Lessee has paid to Lessor and Lessor acknowledges receipt thereof from Lessee the sum of \$810.00 as and for consideration of the execution of this Lease, which \$810.00 shall be credited by the Lessor to the rental for the last two months of the term of this Lease.

VII

MAINTENANCE, REPAIRS AND ALTERATIONS

Lessee agrees at its sole cost and expense to maintain the leased premises in good condition and repair and to make all reasonably necessary repairs thereto, excluding, however, repairs and maintenance of the exterior walls and roof of the aforementioned building, which said portion of the premises Lessor shall be responsible to repair as needed within a reasonable time after notice given by Lessee to Lessor of the need for such repairs.

## II

### COMPLETION OF PREMISES

Lessor and Lessee have agreed to certain plans and specifications for construction of an industrial building, parking area and other appurtenances which are to be included in the demised premises. Said plans are a part of this Lease, marked Exhibit A and attached hereto.

Lessor covenants and agrees to construct the industrial building, parking area and other appurtenances as described in Exhibit A.

Lessor further covenants and agrees that said building, parking area and other appurtenances will be completed by the 1st day of March, 1962. Said building, adjacent parking area and other appurtenances shall be deemed ready for occupancy upon completion of the premises described in Exhibit A followed by the recordation of a valid notice of completion thereof and upon condition that all of the required building inspections have been made and approvals granted.

Lessee may terminate this Lease at its sole option if said premises are not ready for occupancy by March 20, 1962.

## III

### TERM

The term of this Lease shall commence at 12:01 A.M., of the morning of the 1st day of March, 1962, on condition that the premises are ready for occupancy as defined in paragraph II supra. In the event that the premises are not ready for occupancy on March 1, 1962, the term of this Lease shall commence at 12:01 A.M., on the morning of the first day after March 1, 1962, that the premises are ready for occupancy.

## IV

### RENEWAL OPTION

Lessee is hereby granted an option to renew this Lease for a

L E A S E

THIS LEASE is made and executed in duplicate this 8th day of January, 1962, by and between ERIK BRUUN-ANDERSEN and ELSE MARGRETHE ANDERSEN, husband and wife, party of the first part, hereinafter called Lessor, and OLE BURRHEAD, INC., a California corporation, party of the second part, hereinafter called Lessee,

W I T N E S S E T H

I

DEMISE

Lessor in consideration of the rentals and the mutual covenants, agreements and conditions hereinafter contained, does hereby lease, let and demise unto Lessee, and Lessee does hereby lease, rent and hire from Lessor, those certain premises, with appurtenances, located in the City of Los Angeles, State of California, known and described as follows; to wit:

The South 50' of the North 155' of that portion of the East 1/2 of the West 1/2 of Lot 74 of the Lankershim Ranch Land and Water Co's. Subdivision of the East 12,000 acres of the South 1/2 of the Rancho El-Mission of San Fernando, in the City of L.A., as per map recorded in Book 31, pg. 30 of Miscellaneous Records, in the office of the County Recorder of said County, lying South of the South line of the land conveyed to Earl P. Van Denburgh and William C. Kemp, recorded March 1, 1946 in Book 22843, Page 198, Official Records.

Excepting therefrom the East 30'

Also excepting therefrom that portion thereof included within the South 400' of the West 110' of the East Half of the West Half of said Lot, said 400' being measured from the North line of Vanowen Street, 50' wide, as shown on said map.

Premises also known as 6837 Farmdale Avenue, North Hollywood, California.

Description supplied by Lessor and relied upon by Lessee.